

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
SINGLE TRANSACTION

(For reporting requests described in Part 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

A		BATCH		37		5	
1		2		3		4	
MONTH/YEAR		03		97		98	
RSN		10		15		SUBSET	
16		17		18		27	
RTP		18		27		28	
CLASS		28		FILING		55	
TAG		70		80			

This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769)). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503

1a. Identify firm submitting this report:

Name: **NCR Corporation**
Address: **1700 S. Patterson Blvd.**
City, State and ZIP: **Dayton, OH 45479**
Country (if other than USA):
Telephone: **937.445.1273**
Firm Identification No. (if known): **29-34**

Specify firm type:

- ☒ Exporter
☐ Bank
☐ Forwarder
☒ Carrier
☐ Insurer
☐ Other

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BXA (attach form letter that was returned with deficient report)
☒ Report on behalf of the person identified in Item 2
☒ Dual report on behalf of self and the person identified in Item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled Foreign subsidiary, exporter, beneficiary):

Name: **AT&T GIS Abu Dhabi**
Address: **Hamdan Street - Dalma Centre**
City, State and ZIP: **4th Floor, P.O. Box 350**
Country (if other than USA): **Abu Dhabi**
Type of firm: (see list in Item 1a) **Branch Office**
Firm Identification No. (if known): **823973**

3. Identify exporting firm, unless same as Item 1a or 2:

Name:
Address:
City, State and ZIP:
Country (if other than USA):
Firm Identification No. (if known):

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4. (a) Name of boycotting country from which request originated:

Abu Dhabi

(b) Name of country directing inclusion of request, if different from (a) above:

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5. Name of country or countries against which request is directed:

Israel

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6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

Tender No. 144 H/96

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7. Date firm received request: (use digits for month/day/year)

12/96

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8. Specify type(s) of document conveying the request:

- ☐ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
☐ Unwritten, not otherwise provided for (make transcript of request and submit copies)

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- ☐ Letter of credit
☐ Requisition/purchase order/accepted contract/shipping instruction
☒ Bid invitation/tender/proposal/trade opportunity
☐ Questionnaire (not related to a particular dollar value transaction)
☐ Other written (specify)

Submit
two copies
of each
document
or relevant
page in
which the
request
appears

9. Decision on request: (Check one)

- ☒ Have not taken and will not take the action requested.
☐ Have taken or will take the action requested.
☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

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- ☐ Have taken or will take the action requested but in a modified form (attach detailed explanation).
☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision within ten days after decision is made.

Additional Information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information from disclosure described in Item 10.

10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

1. ☒ I (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in: Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.)
☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.
2. ☐ I (we) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Walter E. Spiegel

Type or print

Walter E. Spiegel

Date

2/26/97

TENDER BOND

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- 2.1.1 A Tender Bond of not less than 5% of the total C & F cost of the equipment offered is to accompany the Tender in the form of an irrevocable and unconditional Bank Guarantee issued by an approved UAE licenced Bank in favour of ETISALAT and valid for a minimum period of 120 days from the Tender closing date. Where in the Tender Enquiry only Item Rates are required and quantities are not indicated, the amount for the Tender Bond would be indicated in the Invitation to Tender.
- 2.1.2 The Tender Bond shall be in UAE Dirhams and it shall authorise ETISALAT to withdraw on first demand and without recourse, the total amount thereof, if the Tenderer fails to sign a Contract with ETISALAT within the stipulated period after notification of acceptance of his offer, or if the Tenderer withdraws his Tender wholly or partly before the expiration of its validity or if he fails to deposit the Performance Bond specified in Para 3.3 hereinafter, within 10 calendar days of awarding the Contract.
- 2.1.3 The Tender Bond shall conform in substance to the Standard Format indicated in Appendix B attached hereto.
- 2.1.4 The validity of the Tender Bond shall be extended if the validity of the Tender is extended, otherwise the Tender shall not be considered.
- 2.1.5 The Tender Bond of the successful Tenderer shall be released following receipt by ETISALAT of the Performance Bond.

ISRAEL BOYCOTT DECLARATION AND CERTIFICATE

- 2.2.1 The Tenderer must accompany his offer with a written signed declaration, the wording of which is to be exactly and precisely as follows:

"We (Name of Company)
on behalf of all branches, declare that we are a company which is not owned by any companies that have violated the approved rules of the Boycott and that we do not own or participate in companies that are in violation of the approved rules of the Boycott.

Further, we do not have nor does any of the companies that are considered to be a parent company or a branch of ours, any dealings with any Israeli Party whether directly or indirectly."

- 2.2.2 Furthermore, a Certificate issued by the Israel Boycott office in UAE, confirming that neither the supplier nor the manufacturer are black listed, should also be accompanied.

2.3 INFORMATION ON TENDERER/MANUFACTURER

A brief description of the Tenderer's/Manufacturer's organisation, along with details of supply record of the tendered equipment, technical field support available and any other relevant information should be submitted by the Tenderer.

3.12 DELIVERY INSTRUCTIONS AND INSURANCE

- 3.12.1 The Contractor shall supply the equipment and undertake the despatch thereof to the destination shown in the Contract for delivery of all the Equipment by the Delivery Date. Subject to the availability of suitable vessels, preference should be given to the to the United Arab Shipping Company (SAG).
- 3.12.2 An itemised and detailed Schedule of delivery shall be submitted to the Purchaser in quintuplicate referenced to facilitate the checking of packing specifications when shipments are made. All item numbers appearing in this schedule must be identifiable against the Contract items, and shall be quoted on all relevant documents.
- 3.12.3 For all consignments of Equipment in transit, the responsibility for insurance shall, unless otherwise specified, rest with the Purchaser and in such case the Contractor shall ensure that the vessel on which the equipment are shipped must conform to "Institute Classification Clause", attached as Appendix E hereto.
- 3.12.4 Packages are to be marked in the manner specified in the Contract in order to facilitate identification.
- 3.12.5 The Contractor is responsible for obtaining any licences which may be required to export the Equipment from the country of origin.
- 3.12.6 The Contractor shall furnish corresponding Factory Test reports for all orders placed against the Contract. This is to ensure that the Equipment has passed strict quality control checks and the necessary factory testing procedures prior to their despatch. Where complete systems are supplied all associated facilities shall be tested and certified accordingly.

3.13 CERTIFICATE OF ORIGIN

The Contractor shall furnish the Purchaser with a Certificate of Origin, to accompany each invoice. This shall certify that the equipment is not of Israel origin, nor will it be shipped on vessels touching Israel, and further in the case of West German manufacturers, the Contractor shall state that their products are not included in German Compensation for Israel. The Contractor shall observe and abide by the following clauses concerning Boycott of Israel for Equipment imported into the UAE.

3.13.1 Equipment produced entirely by one factory or company in one country :

The importer should provide to the authorities, at the Israel Boycott office, Certificate(s) of origin (to be attached to the invoices) showing :

- (a) The Equipment originate solely within that country;
- (b) The name of the manufacturer or the producing company.

3.13.2 Equipment produced by a number of companies or factories in one country :

In this case the Certificate of Origin should show the name of the final manufacturer or producer.

3.13.3 Equipment produced in one country which include material or services provided by factories in another foreign country :

The Certificate of Origin should include, in addition to that stated above the origin, nationality and percentage of foreign materials used in the Equipment.

3.13.4 In all cases :

- (a) This certificate should be authenticated by the Chamber of Commerce and Industry in the Exporting Country.
- (b) The contents of this certificate should be authenticated by the UAE Delegation in the Exporting Country. If no UAE Delegation exists in that Country, this Certificate should be authenticated by an Arab Delegation in the Exporting Country if one exists (except Pakistan)

3.13.5 In the event that the Chamber of Commerce and Industry refuses to authenticate a Certificate of Origin which includes the name of the manufacturer or producing company :

It would be sufficient to approve the name of the factory or the producing company by a separate declaration (to be attached) provided that this declaration is authenticated by the Chamber of Commerce. In the case of their refusal to do so, the declaration may be authenticated by a Notary Public, thereafter the authentication by a Chamber of Commerce or the Notary Public should be approved by the UAE Delegation or if none, by an Arab Delegation if one exists in the Exporting Country.

3.13.6 Common Certificate of Origin issued by the European Common Market :

A common certificate of origin issued for the European Common Market countries shall not be accepted, unless it is accompanied by a certificate of origin of the final producing company and the country of origin. West German suppliers must provide manufacturer's certificate instead of certificate of origin.

3.13.7 Certificate of Origin issued in New York, San Francisco (United States of America) :

Certificates of Origin issued in the above centres should be approved by the Arabian-American Chamber of Commerce and thereafter be approved by the UAE Delegation or if none, an Arab Delegation in those cities.

3.13.8 Importation of foreign Equipment from an Arab country :

The original Certificate of Origin or a photocopy should be produced provided that the photocopy has been authenticated by the Customs Authorities in the Arab country exporting the Equipment.

3.13.9 Language of Certificate of Origin :

In all cases of importing Equipment from abroad, the Certificate of Origin should be written in either Arabic or English language.

3.13.10 Failure to conform to these regulations will be considered a contravention of the provisions of the Israel Boycott Law.**3.14 COMPLETION DATE AND EXTENSION THEREOF :**

3.14.1 The Contractor shall supply all the Equipment so that they shall be delivered and accepted by the Completion Date. For any delivery substantially earlier than specified, the Contractor shall obtain the prior approval of the Purchaser.

3.14.2 If the Contractor at any time has reason to believe that the Delivery Date will be delayed by virtue of anything outside the Contractor's control, the Contractor shall promptly notify the Purchaser and shall subsequently define in writing the actual period of delay to be caused by the factor which was beyond his control. If the Purchaser accepts the cause of the delay the delivery date shall be extended accordingly otherwise no extension will subsequently be admitted.